

THE STATE OF TEXAS §

PAYMENT BOND

Bond No. _____

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County,
Texas hereinafter referred to as CONTRACTOR, and _____

_____ ,
a corporation organized under the laws of the State of _____ and authorized to
do business in the State of Texas, hereinafter referred to as "SURETY", are held
and firmly bound unto _____ ,
hereinafter referred to as OWNER and the CITY OF ARLINGTON, a municipal
corporation located in Tarrant County, Texas, hereinafter referred to as CITY, and
unto all persons, firms and corporations who may furnish materials for or perform
labor upon the buildings, structures or improvements referred to in the attached
contract, in the penal sum of _____

_____ DOLLARS (\$ _____),
lawful money of the United States of America, to be paid in Arlington, Tarrant
County, Texas, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and
severally; and firmly by these presents, the condition of this obligation is such
that,

WHEREAS, CONTRACTOR entered into a certain contract with _____
_____ dated the _____ day of _____ of
_____, _____, in the proper performance of which the CITY has an
interest, a copy of which is attached hereto and made a part hereof, for the
construction of:

NOW THEREFORE, if CONTRACTOR shall well, truly and faithfully perform its
duties and make prompt payment to all persons, firms, subcontractors,
corporations and claimants supplying labor and material in the prosecution of the
work provided for in said contract, and any and all duly authorized modifications
of said contract that may hereafter be made, notice of which modifications to

SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

Provided, further, that if any legal action be filed on the Bond, venue shall lie In Tarrant County, Texas.

And, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, as it may be amended from time to time. The terms "claimant", "labor" and "material", as used herein, are in accordance with and as defined in said article.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom services of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, _____.

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

CONTRACTOR

Signature

Print Name and Title

Company Name

Address

City State Zip Code

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

SURETY

Signature

Print Name and Title

Company Name

Address

City State Zip Code

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas for delivery of notice and service of process is:

Name _____
Address _____

Note: Date of Bond must not be prior to date of contract. The effective date of this Bond shall be the date of acceptance of said public improvements by the Department of Public Works of the City of Arlington.